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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into and made effective as of the ____ day of February, 2011 ("Effective Date"), by and between the Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, FSB ("FDIC") and 2077 Tenants Corporation (the "Co-op"). The FDIC and the Co-op may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

1.1 A civil contempt proceeding was initiated by the FDIC against 2077 Tenants Corporation (the "Co-op") in the United States District Court for the District of New Jersey entitled *FDIC v. 2077 Tenant's Corporation, Case No. 10-3906 and 10-3943* (the "Civil Contempt Action"). The Civil Contempt Action was based on the Co-op's authorization of the sale of shares of stock in the co-op (the "Shares") owned by [REDACTED]

(b)(4);(b)(6)

(b)(4);(b)(6)

1.2 In the Civil Contempt Action, judgment was entered in favor of the FDIC and against the Co-op, awarding damages in the amount of \$81,573.10 and attorney's fees and costs in the total sum of \$22,086.64 (the "Civil Contempt Judgment").

1.3 The Co-op initiated an appeal from the District Court's August 26, 2010 Civil Contempt Judgment.

(b)(4);(b)(6)

1.4 Without admitting liability, the Parties desire to and have agreed to settle all claims relating to the sale of the Shares by the [REDACTED] (the "Sale of the Shares") upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

1.5 **Recitals.** The Recitals set forth above are incorporated into the body of this Settlement Agreement as though fully set forth herein.

1.6 **Payment of the Settlement Agreement.** The Co-op shall pay the total sum of \$95,000 (ninety-five thousand dollars) (the "Settlement Funds") by no later than March 10, 2011. The payment shall be made by wire transfer made payable to

(b)(4);(b)(6)

1.7 Attorneys' Fees and Costs. The Parties shall each bear their own costs, attorneys' fees and expenses in connection with the Civil Contempt Action, including all related appeals. No Party shall have the right to seek reimbursement for any such costs, attorneys' fees or expenses from any other Party hereto.

1.8 Dismissal of Civil Contempt Action. The Parties agree they will enter into a Stipulation for Dismissal of the Civil Contempt Action and all related appeals, with prejudice, concurrent with execution of this Settlement Agreement.

RELEASE

1.9 Each Party acknowledges and agrees that this Settlement Agreement applies to all claims, causes of action and demands for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which each Party may have against the other Party arising from the Sale of the Shares and/or which are presently pending or which could have been brought in the Civil Contempt Action.

1.10 Each Party understands and acknowledges that even if any Party should eventually suffer additional damages arising out of the Sale of the Shares, the claims and causes of action that were or could have been asserted relating to Sale of the Shares, or any facts or circumstances related to the Sale of the Shares, that Party will not be able to make any claim against the other Party for those damages. Furthermore, each acknowledges that they consciously intend these consequences even as to claims for damages that may exist as of the date of this release but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

1.11 Except for the Parties' respective obligations under this Settlement Agreement, each Party hereby fully, finally, and forever releases and discharges the other Party, and any and all of its respective past, present, and future affiliates, employees, members, partners, joint venturers, independent contractors, attorneys, insurers, investors, successors, assigns, representatives, officers, directors, shareholders, predecessors, successors and assigns, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, and/or employees, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, and/or

employees of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, the Sale of the Shares, the claims and causes of action that were or could have been asserted relating to the Sale of the Shares, or any facts or circumstances related to the Sale of the Shares.

1.12 Notwithstanding any other provision in this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office for any federal judicial district.

1.13 Benefit to Parties Only. This Settlement Agreement is made only for the benefit of the Parties hereto, and is not intended to confer any rights or benefits whatsoever upon persons or entities who are not parties to this Settlement Agreement and does not confer any rights or benefits whatsoever to [REDACTED]

(b)(4):(b)(6)

1.14 Conditions of Execution. Each Party acknowledges and warrants that its execution of this Settlement Agreement is free and voluntary.

1.15 No Admission. It is agreed that no Party hereto admits liability or wrongdoing of any nature, and that this Settlement Agreement is made as a compromise of disputed claims.

1.16 Fair Meaning. The Parties hereto further agree that the language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party.

1.17 Governing Law. The Parties agree to submit to the United States District Court for the District of New Jersey, for any dispute arising out of this Settlement Agreement, or related thereto, and consent to the jurisdiction of said Court.

1.18 Attorneys' Fees. Should any action be commenced to enforce, interpret, or seek damages, injunctive relief, or specific performance for violation of this Settlement Agreement, the prevailing party shall, in addition to any other available relief, be entitled to an award of reasonable attorney's fees and litigation expenses incurred in the prosecution or defense of the action, including any appeal.

1.19 Severability. The Parties hereto agree that if any provision of this Settlement Agreement is declared by any court to be illegal or invalid, the validity of the

remaining parts, terms or provisions shall not be affected thereby, and such illegal or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.

1.20 Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

1.21 Review and Understanding. The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understanding the meaning and effect of all of its terms and provisions, and fully understanding its and their costs and risks. Each Party has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

1.22 Number. Whenever applicable, the singular shall include the plural, and the plural shall include the singular.

1.23 Counterparts/Execution. This Settlement Agreement may be executed in one or more counterparts, all of which shall form a single agreement. A Party's signature on this Settlement Agreement by facsimile shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

1.24 Waiver. No term or condition of this Settlement Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Settlement Agreement, except by written instruments signed by the Party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived.

1.25 Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Settlement Agreement.

1.26 Subsequent Agreements. The Parties agree that, upon the reasonable request of the other Party, they shall execute, acknowledge, and deliver any additional instruments or documents that may reasonably be required to carry out the intentions of

this Settlement Agreement, including such instruments as may be required by the laws of any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

1.27 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.


IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

For: Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, FSB

For: 2077 Tenants Corporation

(b)(6)

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: JACOB A. CUTLER
Title: PROSECUTOR
Date: 3/28/11


this Settlement Agreement, including such instruments as may be required by the laws of any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

1.27 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

For: Federal Deposit Insurance Corporation as Receiver for IndyMac Bank, FSB

For: 2077 Tenants Corporation

By: 
Name: Richard S. Gril
Title: Counsel
Date: 3-14-2011

By: _____
Name: _____
Title: _____
Date: _____

(b)(6)